



BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers
General Counsel/Kentucky

502 582 8219
Fax 502 582 1573

February 5, 2003

RECEIVED

FEB 05 2003

PUBLIC SERVICE
COMMISSION

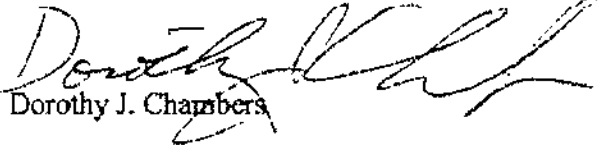
Mr. Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

2003-00046
Re: BellSouth Telecommunications, Inc., Complainant v. e-TEL, LLC, Defendant

Dear Mr. Dorman:

Enclosed for filing is the original and ten (10) copies of the Complaint of BellSouth Telecommunications, Inc. in the above-referenced matter.

Very truly yours,


Dorothy J. Chambers

Enclosures

cc: A.D. Wright, e-Tel. LLC

479026

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BELLSOUTH TELECOMMUNICATIONS, INC.)	
)	
Complainant,)	
)	
v.)	No. _____
)	
e-TEL, LLC,)	
)	
Defendant.)	

COMPLAINT

The complainant, BellSouth Telecommunications, Inc. ("BellSouth"), respectfully shows:

1. That Complainant, BellSouth, is a Georgia corporation with its principal office located at 675 West Peachtree Street, Room 4506, Atlanta, Georgia 30375.
2. That Defendant, e-Tel, LLC ("e-Tel") is a Kentucky corporation with its principal office located at 3000 Lexington Financial Center, 250 West Main Street, Lexington, Kentucky 40507.

INTRODUCTION

3. This is a complaint by BellSouth as a result of the use and damages to its facilities by the Defendant, e-Tel's improper and unauthorized use of BellSouth's Network Terminating Wire ("NTW") facilities, either directly or through its contractor, Murray Electric System ("Murray Electric").

JURISDICTION

4. Jurisdiction of the Kentucky Public Service Commission ("Commission") arises from section 278.040 of the Kentucky Revised Statutes, which vests jurisdiction in the Commission over all utilities located within the Commonwealth.

FACTUAL BACKGROUND

5. This Complaint arises out of e-Tel's improper and unauthorized use of BellSouth's facilities, either directly or through its contractor, Murray Electric, at several multi-family dwellings in the Murray, Kentucky area.

6. BellSouth has an Interconnection Agreement with e-Tel filed with the Commission on January 9, 2001, and approved by the Commission on January 18, 2001. An amended Interconnection Agreement between BellSouth and e-Tel was filed with the Commission on October 9, 2002 and was subsequently approved by the Commission on October 24, 2002 (hereinafter collectively referred to as the "Interconnection Agreement.")

7. BellSouth does not have an Interconnection Agreement with Murray Electric.

8. Section 2.8.3 of the Agreement, Unbundled Network Terminating Wire ("UNTW"), provides the specific manner in which BellSouth's Network Terminating wire (NTW) may be utilized in Multi-Dwelling Units (MDU) and Multi-Tenant Units (MTU) situations. Specifically, as the requesting party, e-Tel will be provided access to BellSouth's NTW through the deployment of an Access Terminal that is suitable for use by multiple carriers. Once installed, this Access Terminal provides e-Tel or its agents

with access to BellSouth NTW and thus enables e-Tel or its agents to provide telecommunications services to the end-user's premises.

9. The Interconnection Agreement also provides the actions required from the requesting party to ensure an Access Terminal is installed and available for use by the requesting party. To initiate the process, e-Tel has to secure a letter of authorization from the property owner and send a service inquiry to BellSouth that identifies the locations where e-Tel needs access to UNTW. Local BellSouth management then meets with e-Tel to review the site(s) in question. BellSouth then will take steps to begin an Access Terminal installation once a Purchase Order Number ("PON") for the Access Terminal(s) is provided to BellSouth. Upon completion of the Access Terminal installation, a UNTW Circuit ID number is assigned to each Access Terminal. At this point, e-Tel would be permitted to use any available network terminating wire pairs in the Access Terminal that are not in use providing working service to an end user. Upon activation of e-Tel's service to a given end user, e-Tel then is required to inform BellSouth of the network terminating wire pair. e-Tel so informs BellSouth via a Local Service Request ("LSR"). Pertinent pages from the current Interconnection Agreement are attached as Exhibit 1.

10. The actions of e-Tel and Murray Electric described in this Complaint are in violation of the Interconnection Agreement, including the specific provisions referenced in paragraph 9 above. These provisions are in place to ensure network reliability, network integrity, and network security for both parties. Additionally, these provisions create an administrative mechanism to ensure the use of UNTW is appropriately tracked and that BellSouth is properly compensated for the use of its facilities.

11. On information and belief, the result of actions by employees or agents of e-Tel or of e-Tel's contractor, Murray Electric, to access BellSouth's NTW accessed and disrupted BellSouth's network terminating wire facilities, and caused damage to BellSouth's facilities, including at the locations in and around Murray, Kentucky, as listed below:

1606 Sunset Boulevard

1608 and 1610 College Farm Road

Broad Street Apartments; Buildings A, B, C, D, E, F, L and K

808 and 827 Hurt Drive

R1612 and R1619 Olive Boulevard

Campbell Street Apartments.

12. As a direct result of actions by the Defendant, e-Tel, either directly or through its contractor, Murray Electric, unauthorized access of BellSouth's network facilities has occurred, and BellSouth has suffered monetary damages. BellSouth has incurred expenses to dispatch its employees to end user locations due to the Defendant not making proper inquiries regarding access to network terminating wire facilities and obtaining appropriate access to those facilities. Specifically, Defendant's actions have caused BellSouth to dispatch its technicians on thirty-six (36) occasions. Had Defendant's agents not accessed without authorization and disrupted BellSouth's network terminating wire facilities, such facilities would have remained connected to BellSouth's switching facilities such that a dispatch of a BellSouth technician would not have been required to establish and maintain service to the affected end users. The effects of Defendant's and its agent's actions have required BellSouth to expend resources and

expenses associated with the unnecessary dispatches. Except for the actions of Defendant and its agent, these expenses would not have been incurred.

13. On or about July 2, 2002, BellSouth's Network Manager, David Lamb, and Bill Hilyer, Specialist-Network Operations North, met with David Richardson, of Murray Electric at 803 Hurt Drive in Murray, Kentucky. Mr. Lamb and Mr. Hilyer advised Mr. Richardson that Murray Electric's technicians had improperly accessed BellSouth's facilities. Mr. Richardson confirmed that Murray Electric was acting as a contractor on behalf of e-Tel. Mr. Richardson asserted that Murray Electric's technician had accessed BellSouth's facilities in error and that Murray Electric's personnel would be trained to avoid additional improper use of and disruption of BellSouth's facilities.

14. On or about July 10, 2002, Bill Hilyer met with David Richardson of Murray Electric, and with Chuck Hartley, Charlie McKenzie and A.D. Wright, all employees or agents of E-Tel. Mr. Lamb provided the representatives of e-Tel and Murray Electric with copies of BellSouth's CLEC Information Package regarding UNTW obtained from BellSouth's interconnection website, which is available to all CLEC's including e-Tel. This document provides further information regarding ordering and use of UNTW. BellSouth provided copies of photographs and descriptions of numerous violations of the Interconnection Agreement between BellSouth and e-Tel. A copy of the Interconnection Agreement also was provided by facsimile to Chuck Hartley on or about this same time.

15. On or about July 24, 2002, John Hamman, BellSouth Contract Manager, provided by facsimile a copy of a letter to Charlie McKenzie and Chuck Hartley, employee's or agents of e-Tel notifying them of the violations of the Interconnection

Agreement by e-Tel and the need to correct the violation. A copy of that letter is attached hereto as Exhibit 2. Further explanatory information regarding the ordering and use of UNTW was also provided to representatives of e-Tel at that time.

16. BellSouth provided written notice to e-Tel and Murray Electric by letter dated July 31, 2002, from BellSouth's legal counsel advising that e-Tel and Murray Electric's practices were in violation of the e-Tel Interconnection Agreement with BellSouth. A copy of that letter is attached hereto as Exhibit 3. BellSouth further advised the Defendants of Internet web links providing detailed procedures and explanations as to the proper method to file a Service Inquiry ("SI") with BellSouth for the installation of an Access Terminal that would provide e-Tel the access it apparently wants.

17. Despite BellSouth's efforts, e-Tel has failed to correct the violations noted herein, and continues to knowingly violate the terms of its Interconnection Agreement. As a result of these violations, BellSouth has incurred damage to its facilities, unnecessary costs associated with dispatches of technicians, as well as with the maintenance and provisioning of telephone services to BellSouth's customers. BellSouth's customers also have been adversely impacted by these Interconnection Agreement violations as a result of unauthorized actions of e-Tel and its agent, Murray Electric System, and the improper and unauthorized use of BellSouth's facilities.

WHEREFORE, Complainant requests the Commission to:

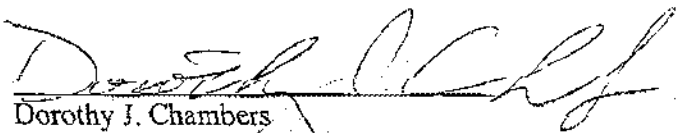
1. Find that the Defendant, e-Tel is in violation of the Interconnection Agreement between BellSouth and e-Tel;

2. Find that the Defendant, e-Tel has accessed and used BellSouth's facilities as alleged herein, engaging in improper and unauthorized conduct leading to the disruption of, and damages to of BellSouth's facilities,

3. Grant any and all such other relief the Commission deems just and proper.

Dated at Louisville, Kentucky, this 5th day of February, 2003.

Respectfully submitted,



Dorothy J. Chambers
BellSouth Telecommunications, Inc.
601 W. Chestnut Street, Room 407
P. O. Box 32410
Louisville, KY 40232
Telephone No.: 502-582-8219

J. Phil Carver
BellSouth Telecommunications, Inc.
Suite 4300
675 West Peachtree Street N.
Atlanta, GA 30375
Telephone No.: 505-335-0710

COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

CERTIFICATE OF SERVICE

It is hereby certified that a true and exact copy of the foregoing Complaint was sent facsimile and U.S. Mail this 5TH day of February, 2003, to:

Mr. A. D. Wright
o Tel, LLC
607 Broadway
Paducah, Kentucky 42001


Dorothy J. Chambers

478058

cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for e-Tel's use on this cross-connect panel. e-Tel will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

- 2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, e-Tel shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. e-Tel's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by e-Tel is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet e-Tel's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the Website address: <http://www.interconnection.bellsouth.com/products/html/unel.html>. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room to accommodate e-Tel's request for Unbundled Sub-Loops, e-Tel may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. e-Tel will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.8.2.9 The site set-up must be completed before e-Tel can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice e-Tel's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.10 Once the site set-up is complete, e-Tel will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when e-Tel requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by e-Tel for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.3 Unbundled Network Terminating Wire (UNTW)

- 2.8.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the end-users premises. Neither Party will provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow the other Party to place its facilities to the end user.
- 2.8.3.3 Requirements
- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire ("Provisioning Party") will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 In existing Multi-Dwelling Units (MDUs) and/or Multi-Tenant Units (MTUs) in which BellSouth does not own or control wiring (INC/NTW) to the end users premises, e-Tel will install UNTW Access Terminals for BellSouth at no additional charge.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate e-Tel for each pair activated commensurate to the price specified in e-Tel's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using

Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.8.3.3.9 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
 - 2.8.3.3.11.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
 - 2.8.3.3.11.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning

Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross box (or other access point) that serves an end user location.

2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of e-Tel's loop distribution elements onto BellSouth's feeder system.

2.8.4.5 **Requirements**

2.8.4.5.1 e-Tel will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a cross-connect panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, e-Tel may request, through the BellSouth Special Construction process, a determination of costs to provide the sub-loop feeder element to e-Tel. e-Tel will then have the option of paying the special construction charges or canceling the order.

2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.4.6 **Unbundled Sub-Loop Feeder -- (USLF DS3 and above)**

2.8.4.6.1 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.

BELLSOUTH

BellSouth Interconnection Services

675 W. Peachtree Street, NE
Room 3400
Atlanta, Georgia 30375

John M. Hamman
404-827-1992
FAX: (404) 529-7838

July 24, 2002

Mr. A.D. Wright
e-Tel, LLC
607 Broadway
Paducah, KY 42001

Mr. Terry Thompson
Murray Electric System, Inc.
401 Olive Street
Murray, KY 42071

Dear Sirs:

BellSouth field technicians have discovered a number of instances where BellSouth believes that e-Tel and/or its supplier, Murray Electric System, Inc., have made unauthorized use of BellSouth facilities by attaching to BellSouth's Unbundled Network Terminating Wire (UNTW) at various customer properties in Murray, Kentucky, including but not limited to the following:

1606 Olive Boulevard
R1619 Olive Boulevard
R1612 Olive Boulevard
301 and 306 Miller
Duplex apartments at Campbell Street
Several different apartment buildings at 1511 Diuguid Drive
Duplex buildings at 803 and 827 Hurt Drive

This unauthorized use or tampering of BellSouth facilities cannot be allowed as it compromises the security of BellSouth's network and service to its customers.

BellSouth respectfully requests that these violations cease. E-Tel should immediately submit Service Inquiries in accordance with its Interconnection Agreement, for the facilities connected at these, and any other, unauthorized locations. E-Tel should immediately advise its technicians, and those of its supplier(s), to cease the use of BellSouth's UNTW when connecting e-Tel's service to an end-user's premises. By close of business on July 31, 2002, please contact Bill Hilyer, BellSouth Network Specialist, at 270-753-3495 as to e-Tel's intentions to submit Service Inquiries to BellSouth for access to these end-user premises.

A Service Inquiry establishes an on-site meeting with the network technician to negotiate the specific access method for use by e-Tel at a specific location. E-Tel must then submit Local Service Requests (LSR) for each premises that requires the UNTW access by e-Tel.

As information, BellSouth maintains a Web site to assist competing carriers relative to interconnection issues. The BellSouth Interconnection Services' Web site for general information on interconnection issues can be found at:

www.interconnection.bellsouth.com

EXHIBIT

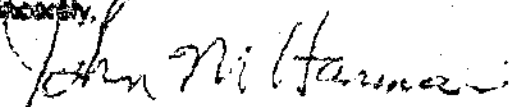
2

The specific guide relative to UNTW on the BellSouth Interconnection Services' Web site can be found at:

www.interconnection.bellsouth.com/guides/unedocs/unb_natw_term_wire.pdf

Please call me after you have reviewed this letter and enclosure so that we may resolve this matter.

Sincerely,



John M. Hamman
Manager

cc: Eddy Roberts, President-Kentucky
Fred Gerwing, Regulatory Vice President
Paula Murphy, Specialist-Interconnection Operations, Atlanta
Detelaz Thompson, Local Contract Manager
Bill Hilyer, Network Specialist

BellSouth Interconnection Services

675 W. Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

John M. Hamman
404-927-1992
FAX: (404) 529-7839

July 24, 2002

PRINTED COPY OF 7/24/02 LETTER

Mr. A.D. Wright
e-Tel, LLC
607 Broadway
Paducah, KY 42001

Mr. Tony Thompson
Murray Electric System, Inc.
401 Olive Street
Murray, KY 42071

Dear Sirs:

BellSouth field technicians have discovered a number of instances where BellSouth believes that e-Tel and/or its supplier, Murray Electric System, Inc., have made unauthorized use of BellSouth facilities by attaching to BellSouth's Unbundled Network Terminating Wire (UNTW) at various customer properties in Murray, Kentucky, including but not limited to the following:

- 1606 Olive Boulevard
- R1619 Olive Boulevard
- R1612 Olive Boulevard
- 301 and 305 Miller
- Duplex apartments at Campbell Street
- Several different apartment buildings at 1511 Diuguid Drive
- Duplex buildings at 803 and 827 Hurt Drive

This unauthorized use or tampering of BellSouth facilities cannot be allowed as it compromises the security of BellSouth's network and service to its customers.

BellSouth respectfully requests that these violations cease. E-Tel should immediately submit Service Inquiries in accordance with its Interconnection Agreement, for the facilities connected at these, and any other, unauthorized locations. E-Tel should immediately advise its technicians, and those of its supplier(s), to cease the use of BellSouth's UNTW when connecting e-Tel's service to an end-user's premises. By close of business on July 31, 2002, please contact Bill Hilyer, BellSouth Network Specialist, at 270-753-3495 as to e-Tel's intentions to submit Service Inquiries to BellSouth for access to these end-user premises.

A Service Inquiry establishes an on-site meeting with the network technician to negotiate the specific access method for use by e-Tel at a specific location. E-Tel must then submit Local Service Requests (LSR) for each premises that requires the UNTW access by e-Tel.

As information, BellSouth maintains a Web site to assist competing carriers relative to interconnection issues. The BellSouth Interconnection Services' Web site for general information on interconnection issues can be found at:

www.interconnection.bellsouth.com

The specific guide relative to UNTW on the BellSouth Interconnection Services' Web site can be found at:

www.interconnection.bellsouth.com/guides/unedocs/unb_netw_term_wire.pdf

Please call me after you have reviewed this letter and enclosure so that we may resolve this matter.

Sincerely,

John M. Hamman
Manager

cc: Eddy Roberts, President-Kentucky
Fred Gerwing, Regulatory Vice President
Paula Murphy, Specialist-Interconnection Operations, Atlanta
Delechia Thompkins, Local Contract Manager
Bill Hilyer, Network Specialist

BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers
Senior State Operations Counsel

502.582.1475
Fax 502.582.1573

July 31, 2002

Mr. Tony Thompson
Murray Electric System, Inc.
401 Olive Street
Murray, KY 42071

A. D. Wright
e-Tel, LLC
607 Broadway
Paducah, KY 42001

Dear Sirs:

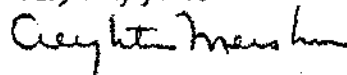
BellSouth's field technicians have discovered a number of instances in which e-Tel and/or its contractor, Murray Electric System, Inc., has made improper use of BellSouth's facilities. See attached information describing the location and the unauthorized use.

BellSouth respectfully requests that these violations cease, that the e-Tel facilities be disconnected from these and any other improperly engineered locations, and that e-Tel technicians and those of its contractor(s) be trained on proper interconnection methods. In addition, BellSouth may be due compensation for use and/or damages to its facilities.

BellSouth and e-Tel have an existing interconnection agreement through which e-Tel may obtain access to BellSouth facilities if such are needed in order for e-Tel to serve its customers. As information, BellSouth maintains a web site to assist competing carriers relative to interconnection issues. The general web site is <http://www.interconnection.bellsouth.com>. The specific guide relative to network terminating wire can be found at http://www.interconnection.bellsouth.com/guides/unedocs/unb_netw_term_wire.pdf. Also, since e-Tel's CATV/Voice network is separate from its power network, an application should have been filed with the Competitive Structures Provisioning Center ("CSPC") in Birmingham. The contact for that area is Arthur Williams at (205) 977-5068. Please contact Mr. Williams to correct this situation.

Please call me after you have reviewed this letter and enclosure so that we may resolve this matter.

Very truly yours


for Dorothy J. Chambers

Enclosure

cc: Eddy Roberts, President-Kentucky
Fred Gerwing, Regulatory Vice President
Paula Murphy, Specialist-Interconnection Operations, Atlanta

454410

EXHIBIT

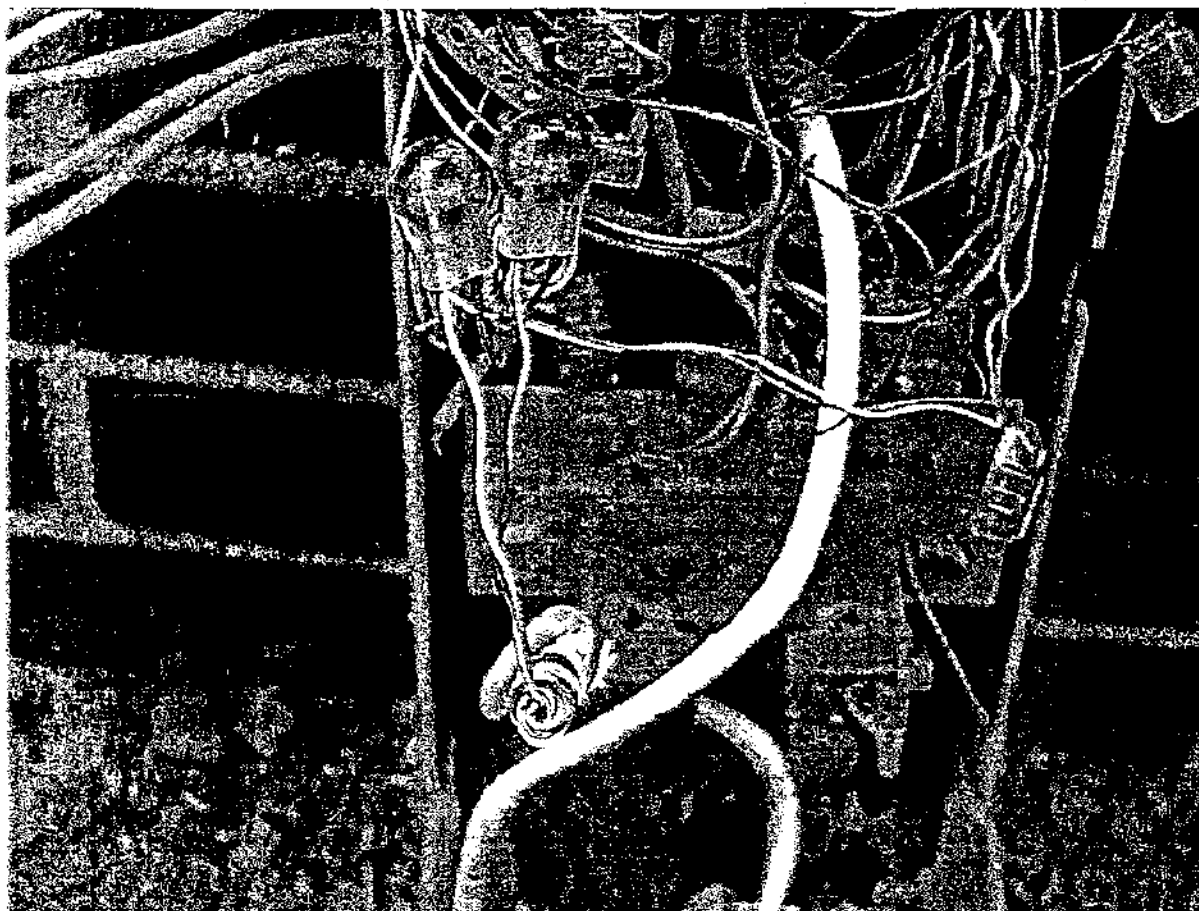
3

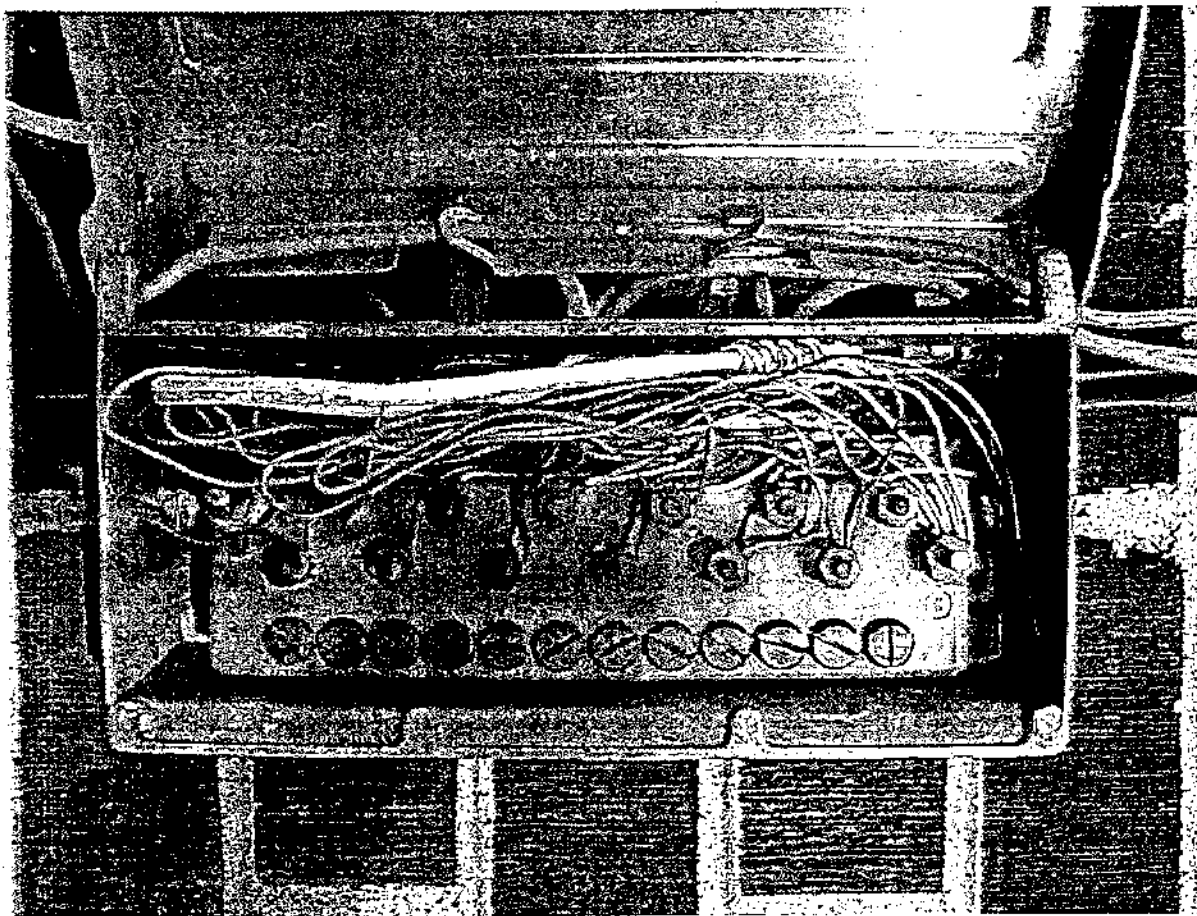
Index of Photographs
Showing Unauthorized Use of BellSouth's Facilities
By Murray Electric System, Inc. and e-Tel, LLC
In Murray, Kentucky

<u>Photograph No.</u>	<u>Address</u>
1 - 5	1606 Olive Boulevard
6 - 8	R1619 Olive Boulevard
9 - 12	R1612 Olive Boulevard
13, 14	301 & 305 Miller
15, 16	Duplex Apartments, Campbell Street
17 - 21	Several different apartment bldgs, 1511 Diuguid Dr.
22-28	Duplex buildings at 803 and 827 Hurt Drive

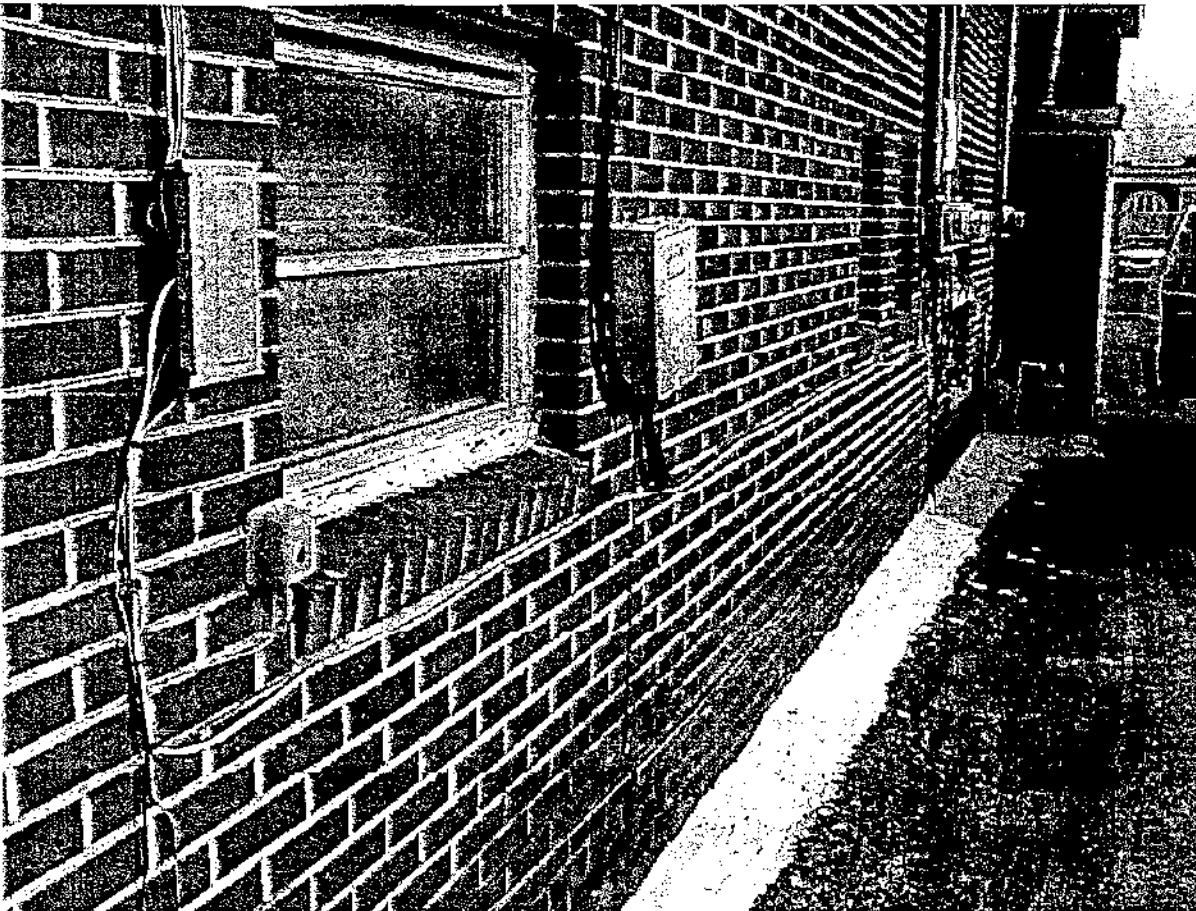
454473

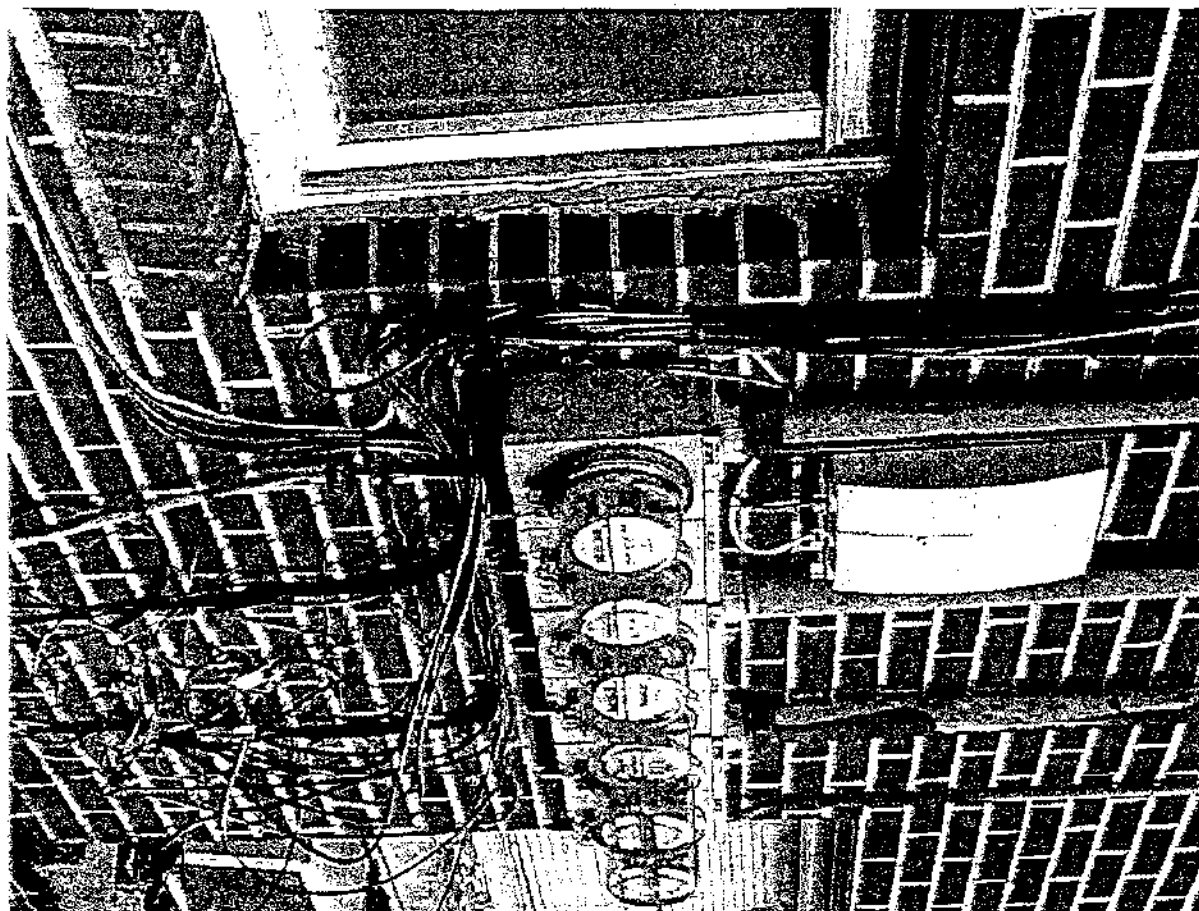
1



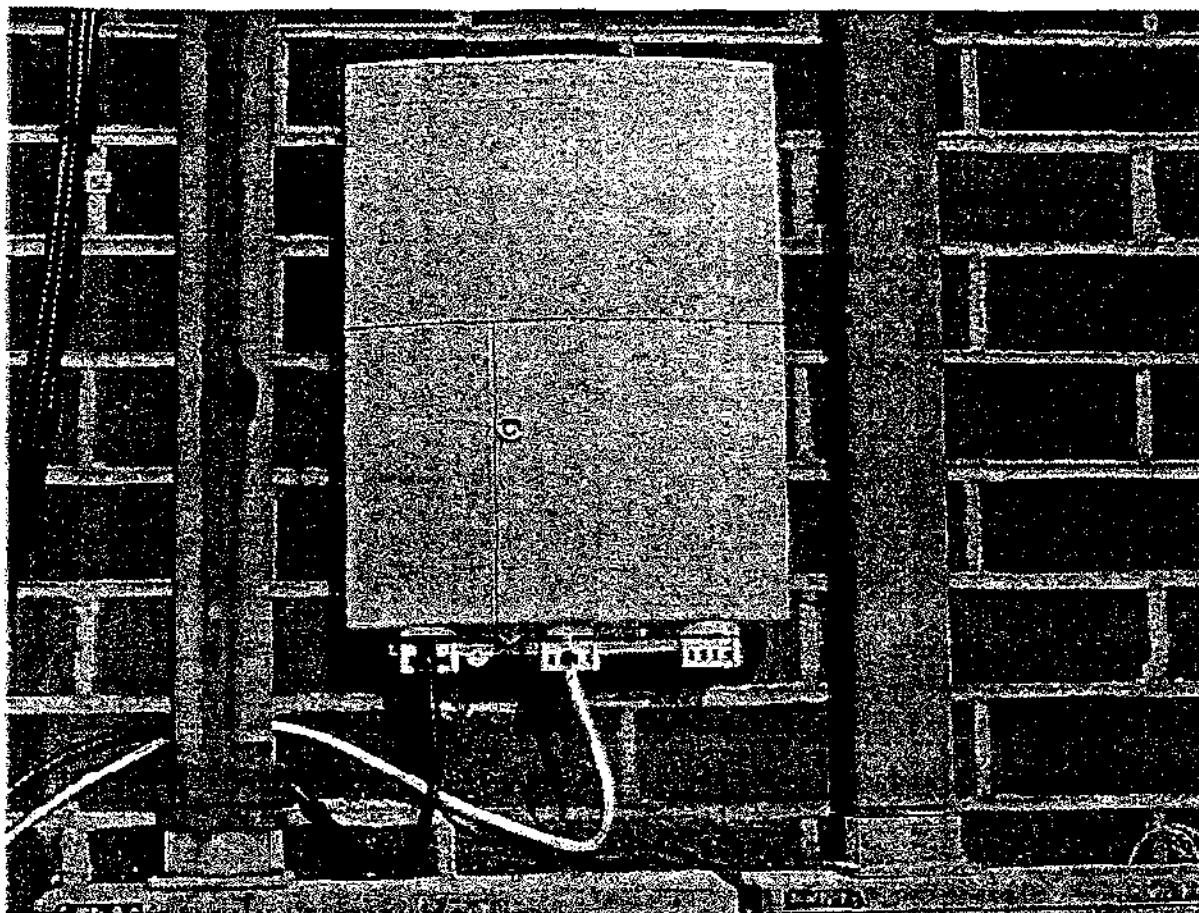


3

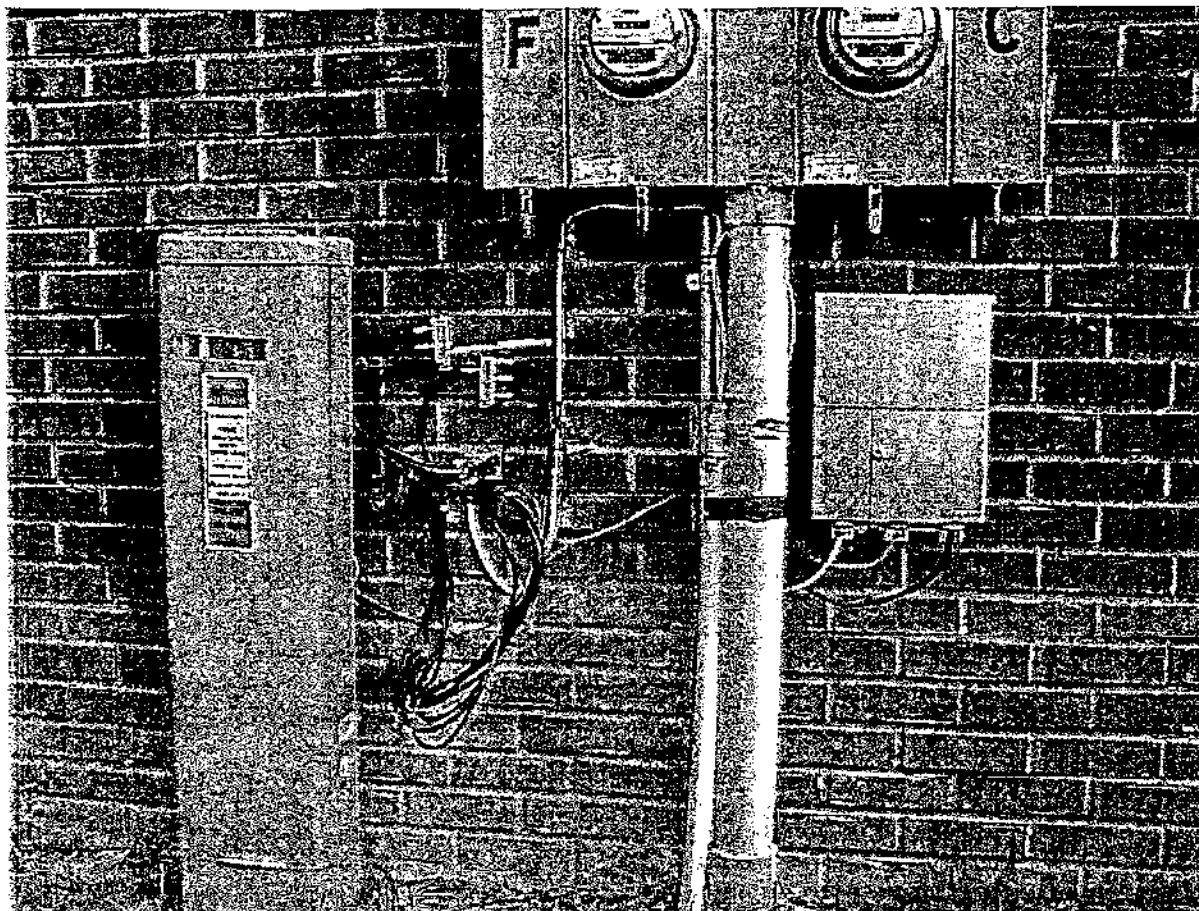




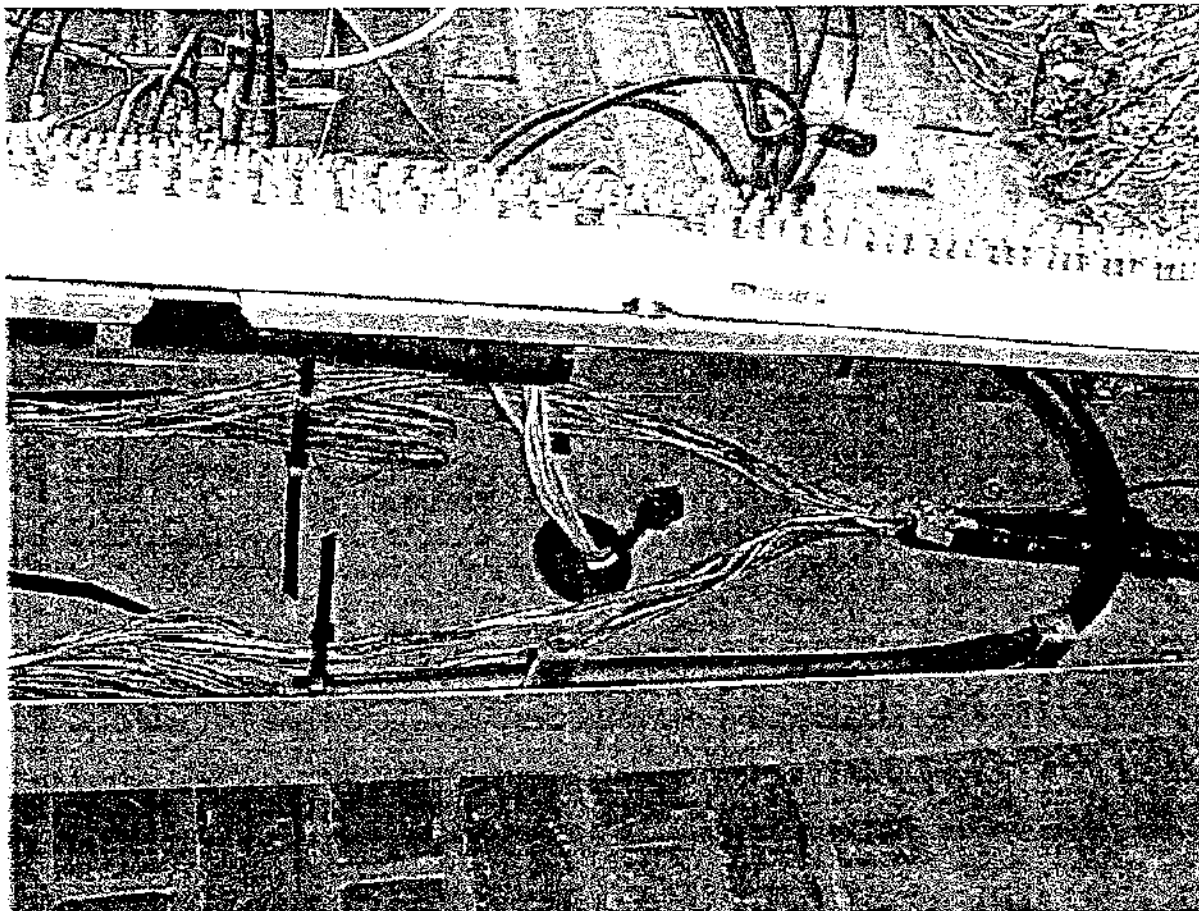
5

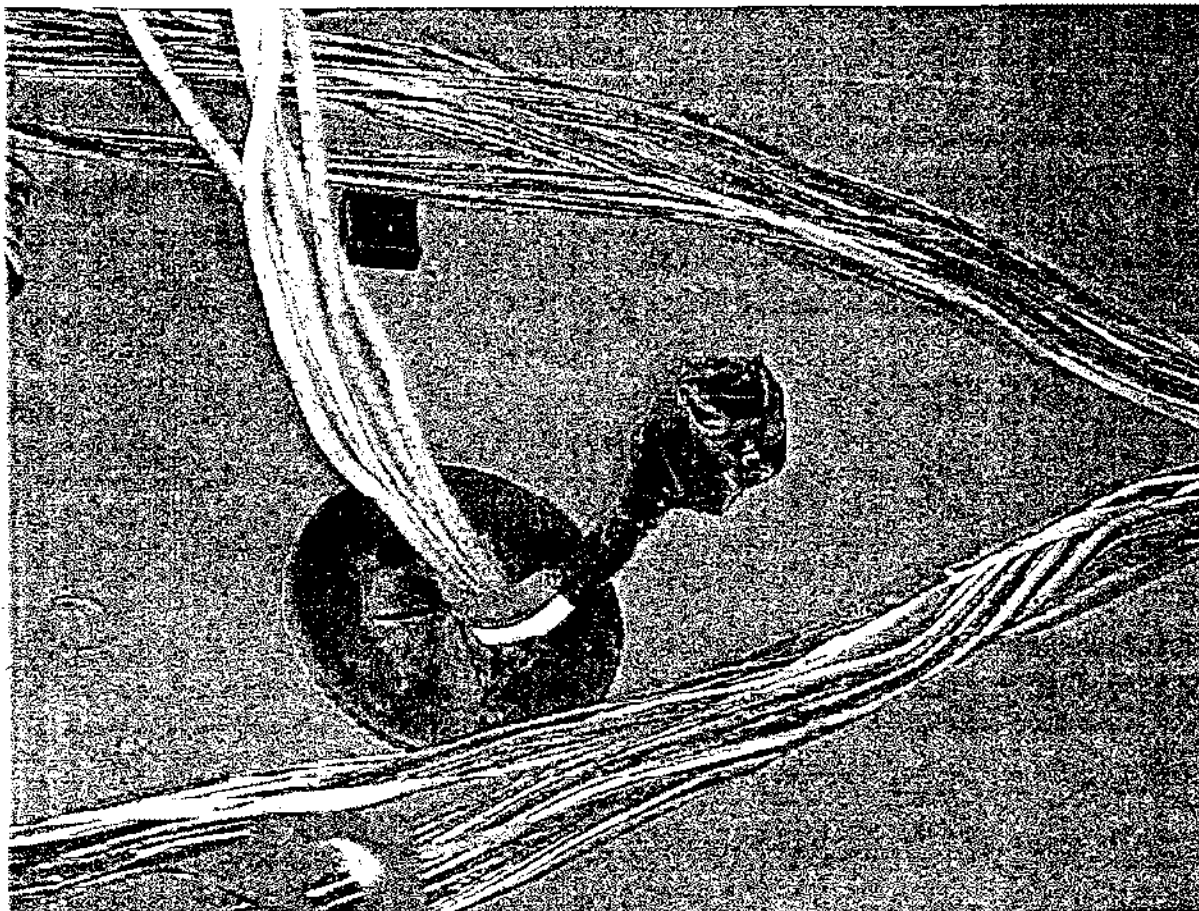


6

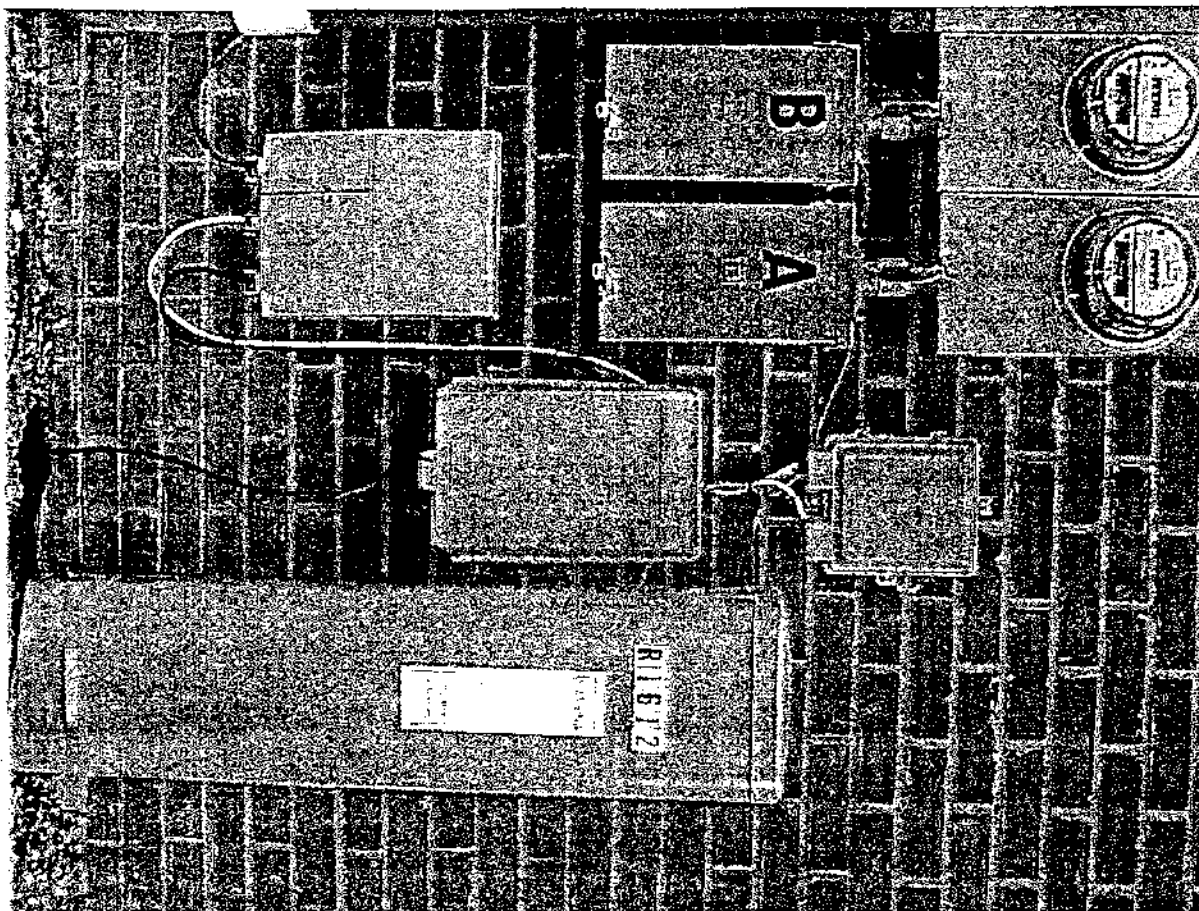


7

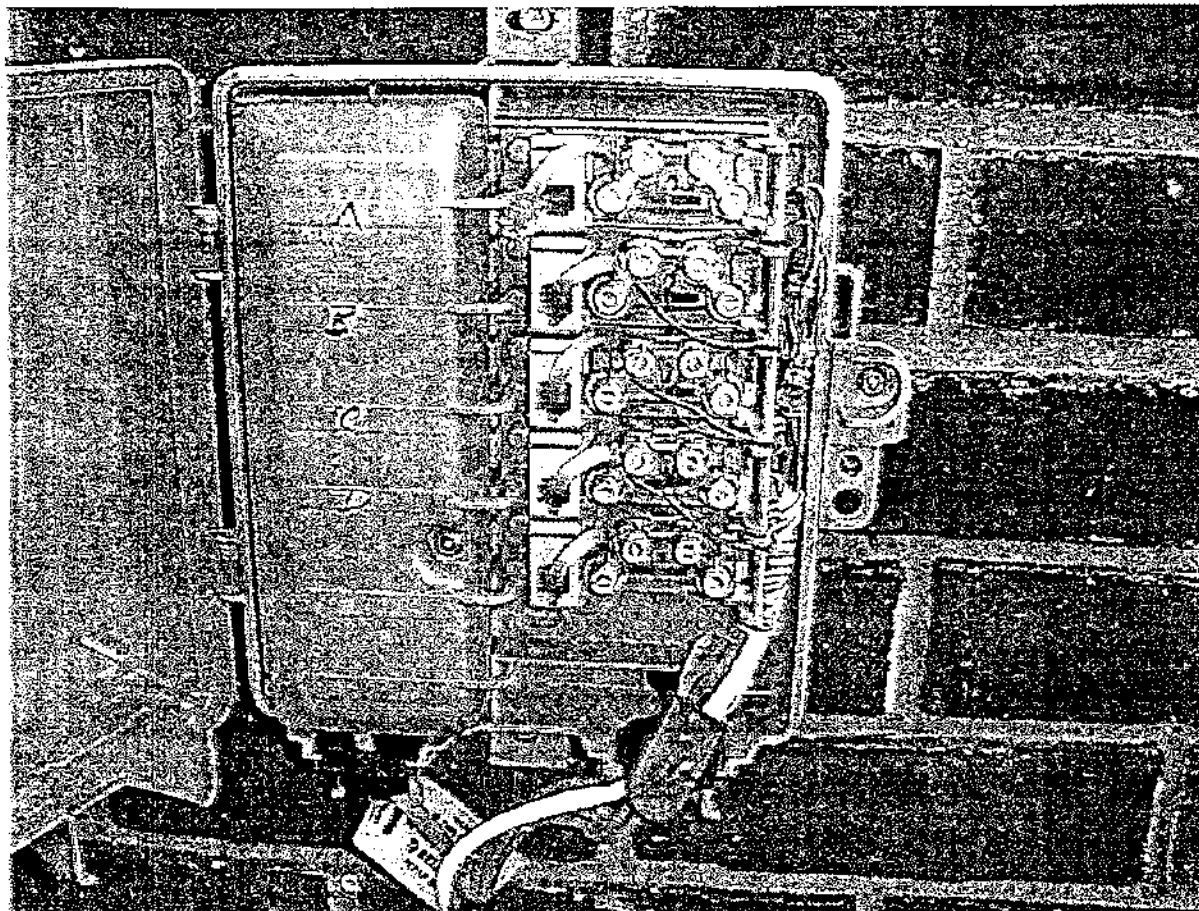




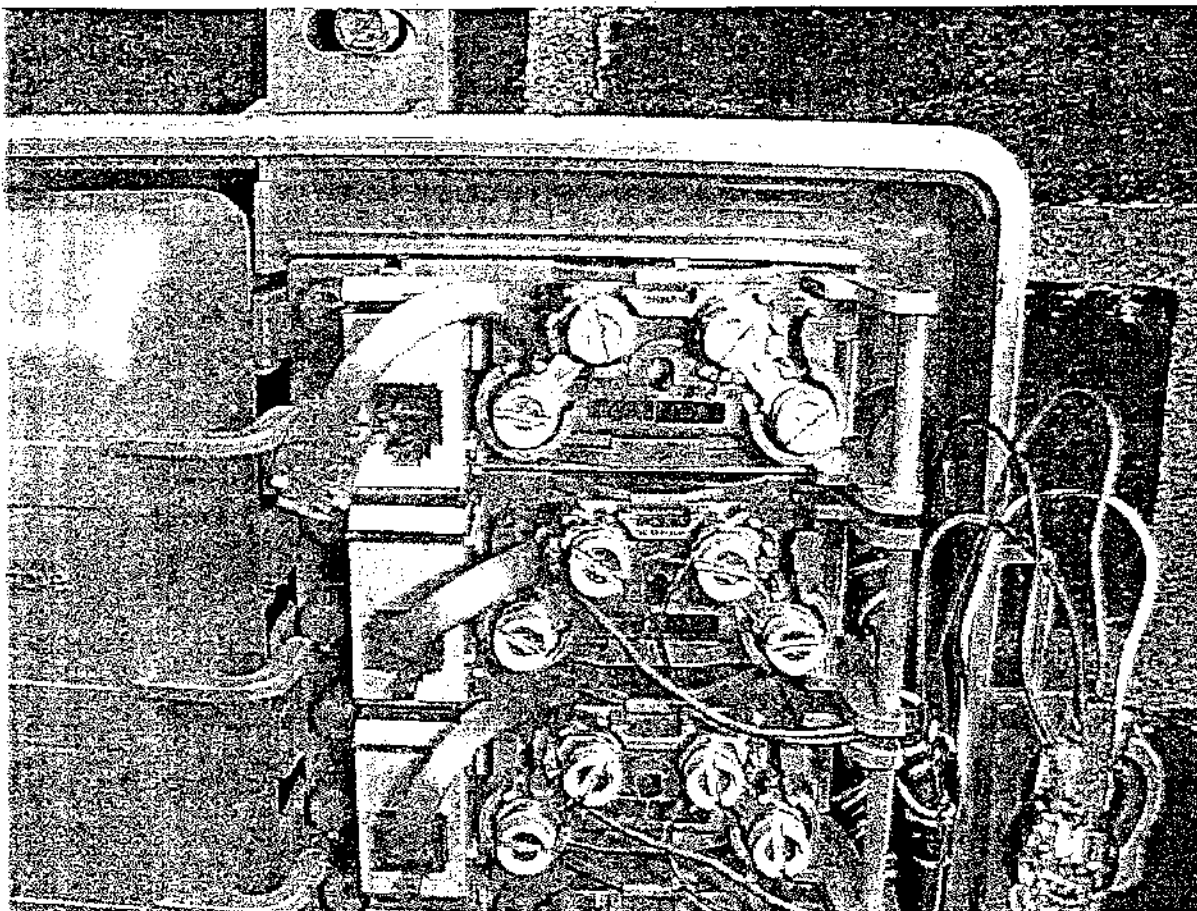
9



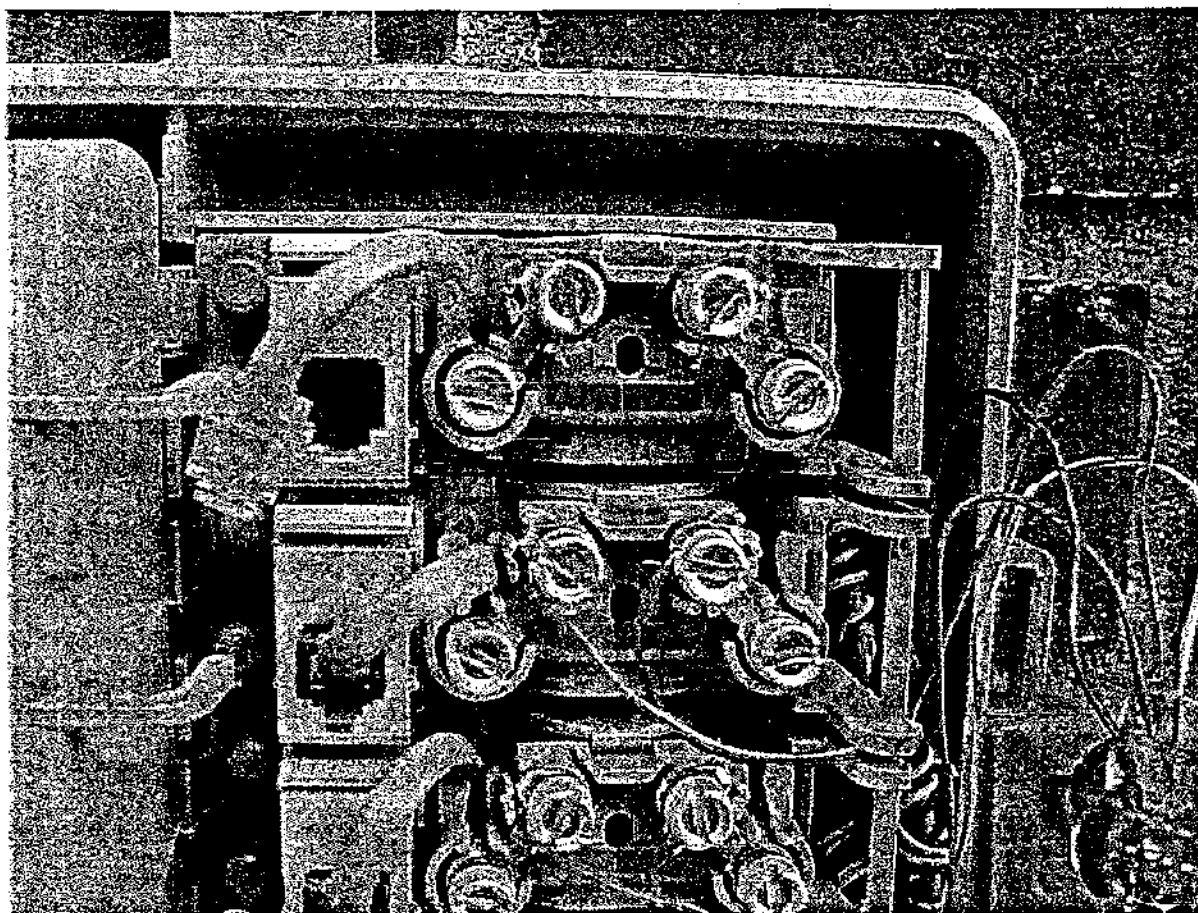
10



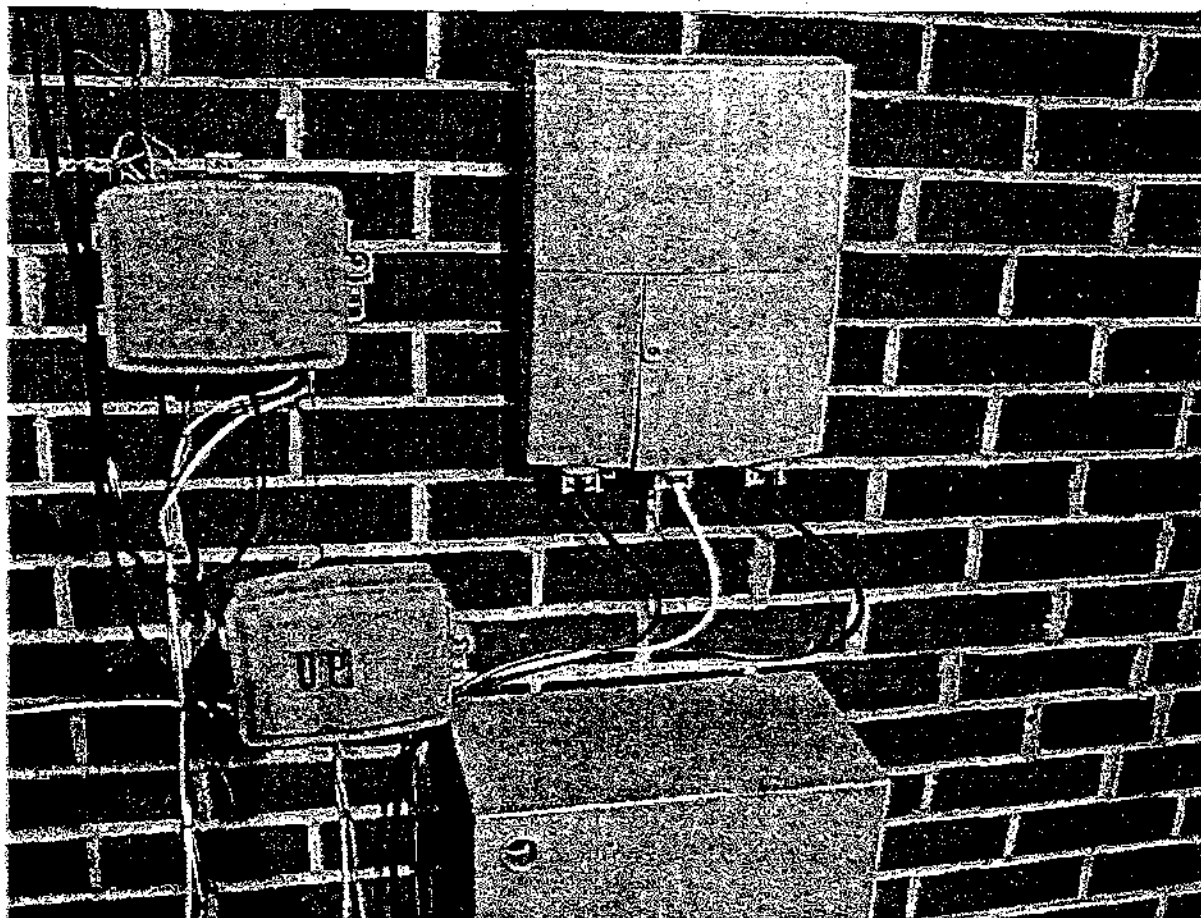
11



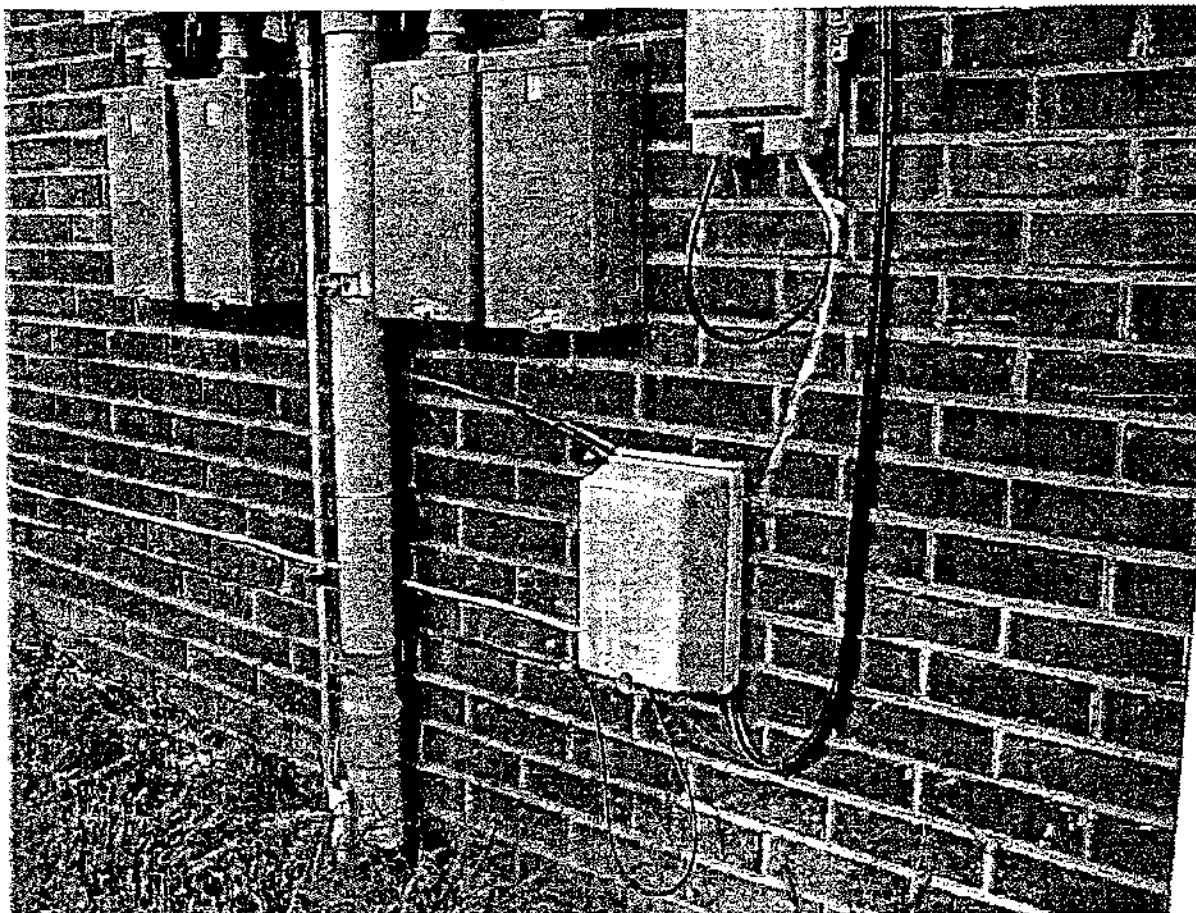
12



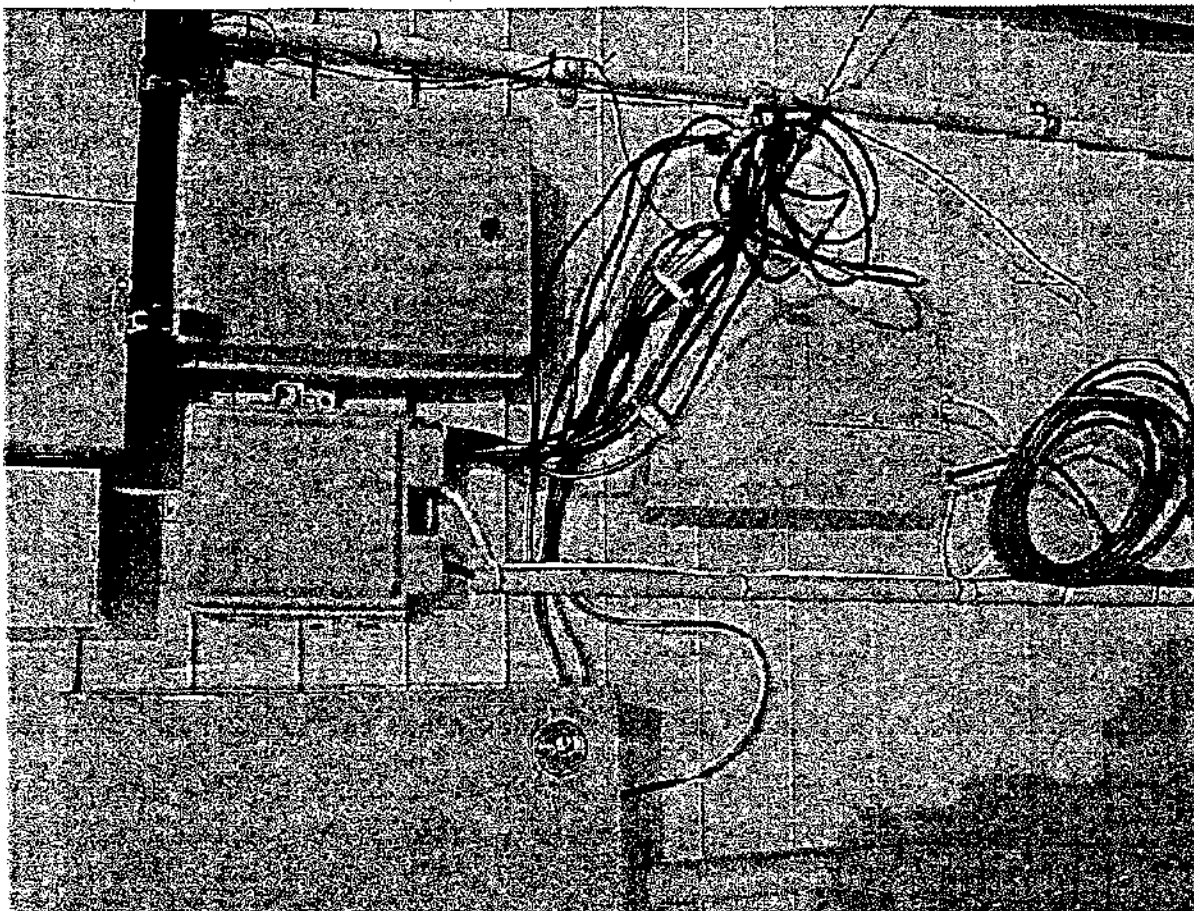
13



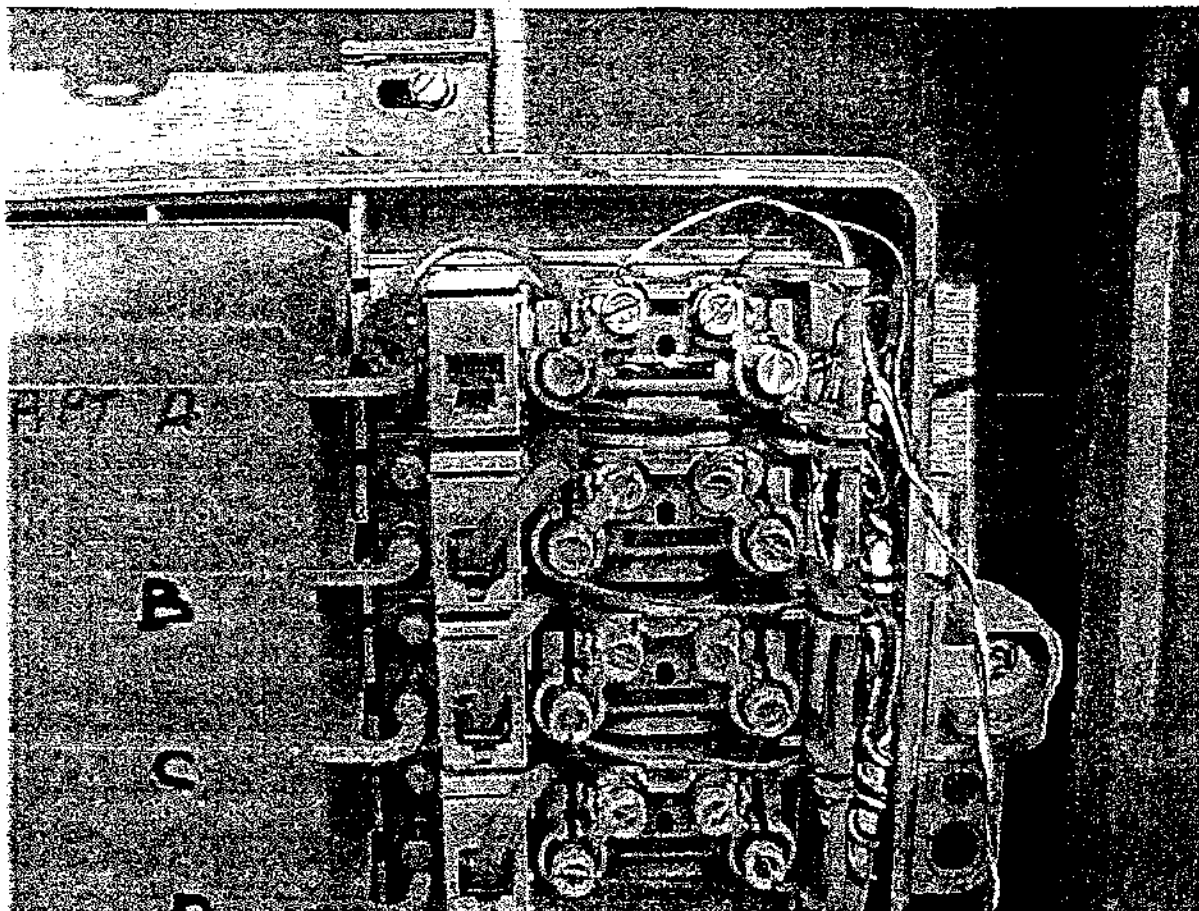
14



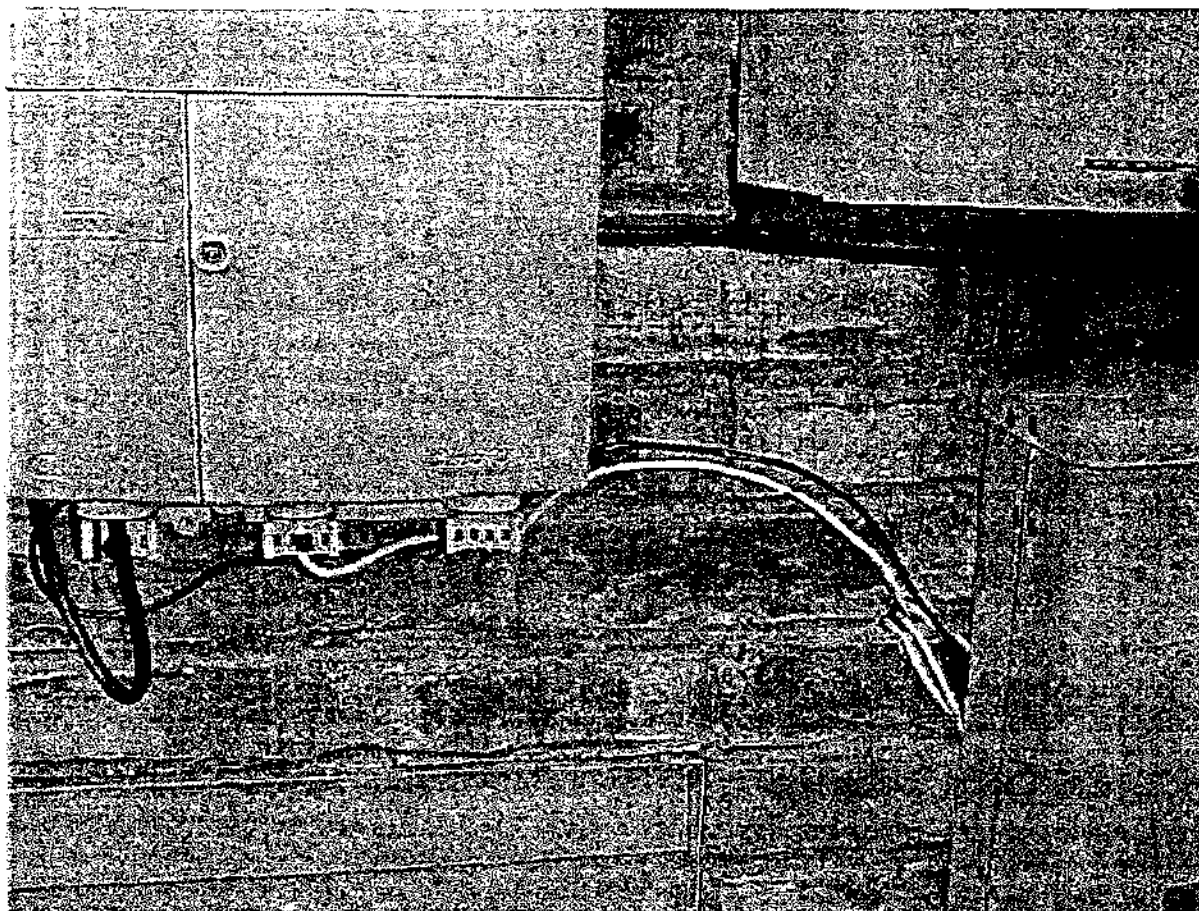
15



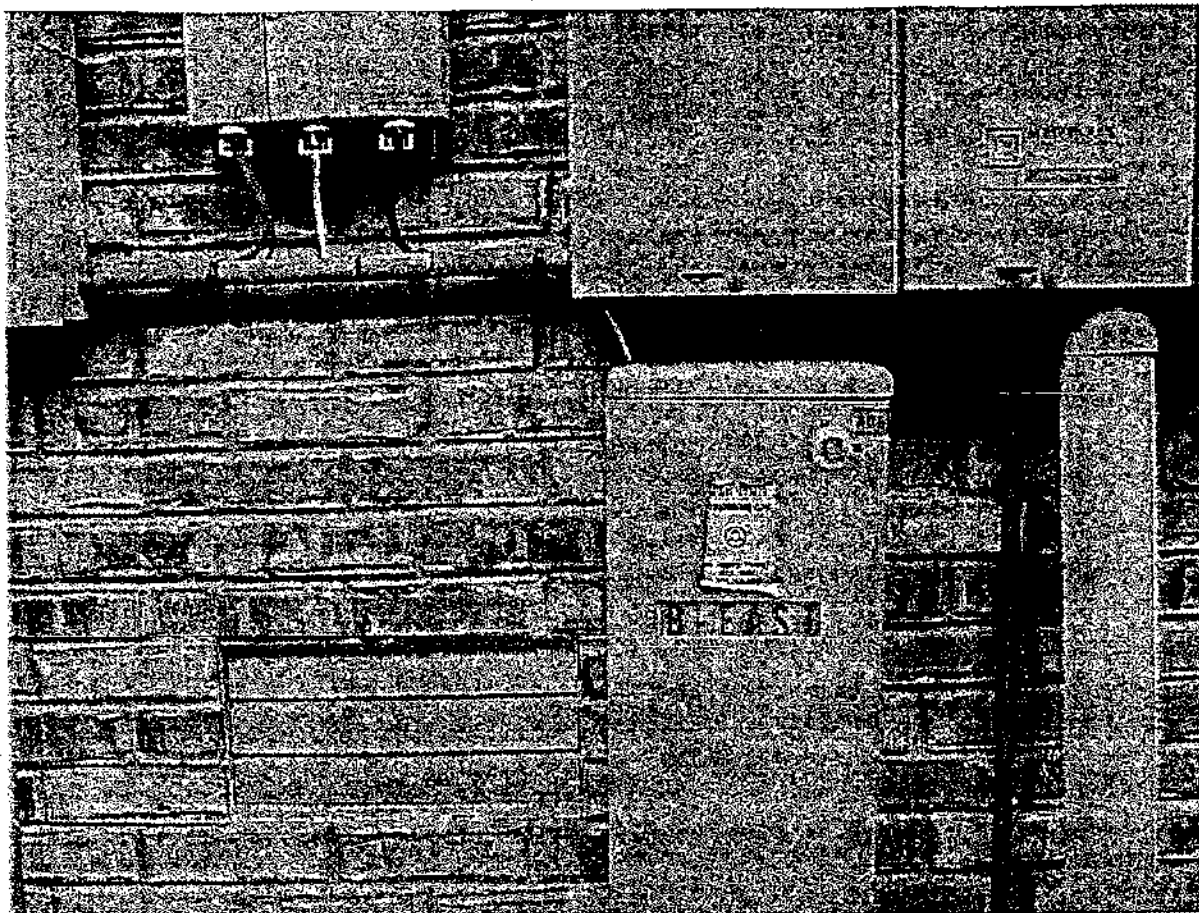
16



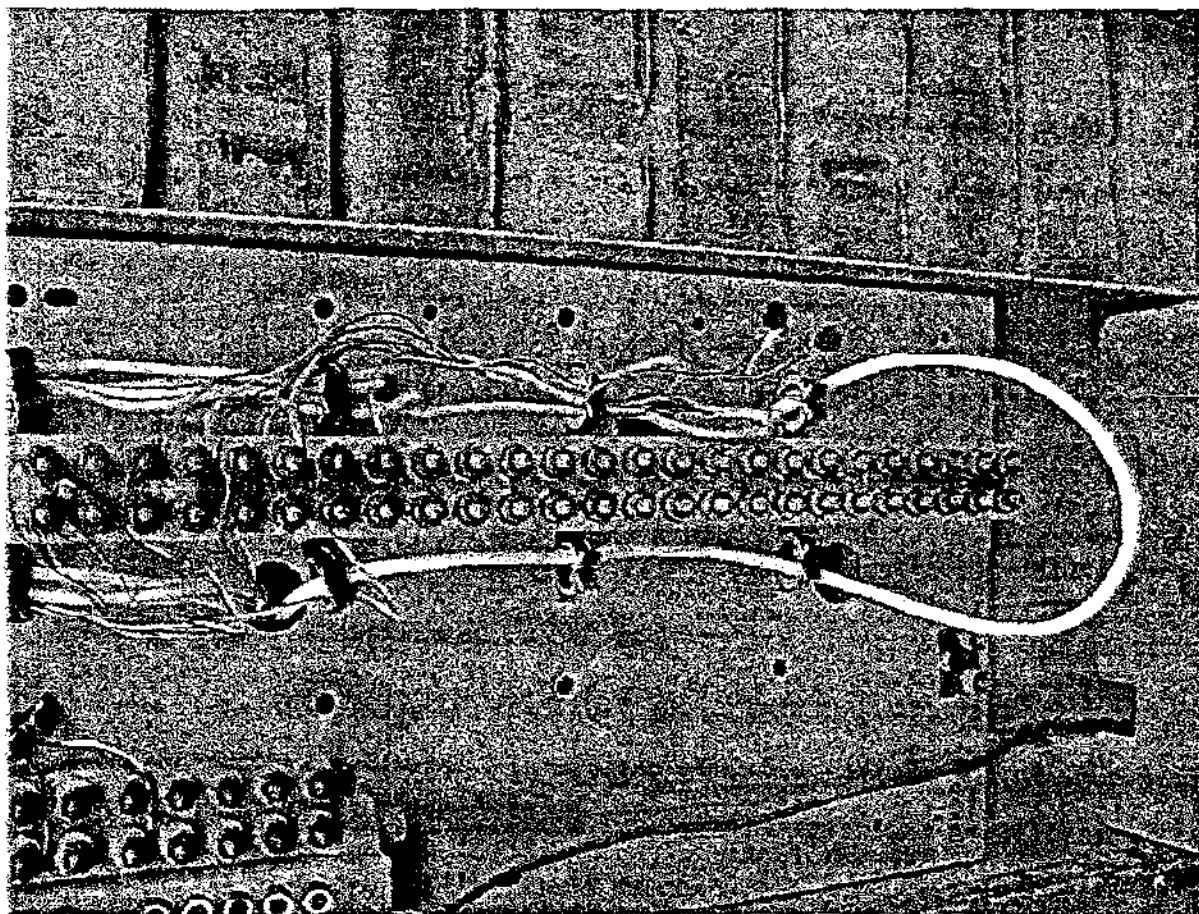
17



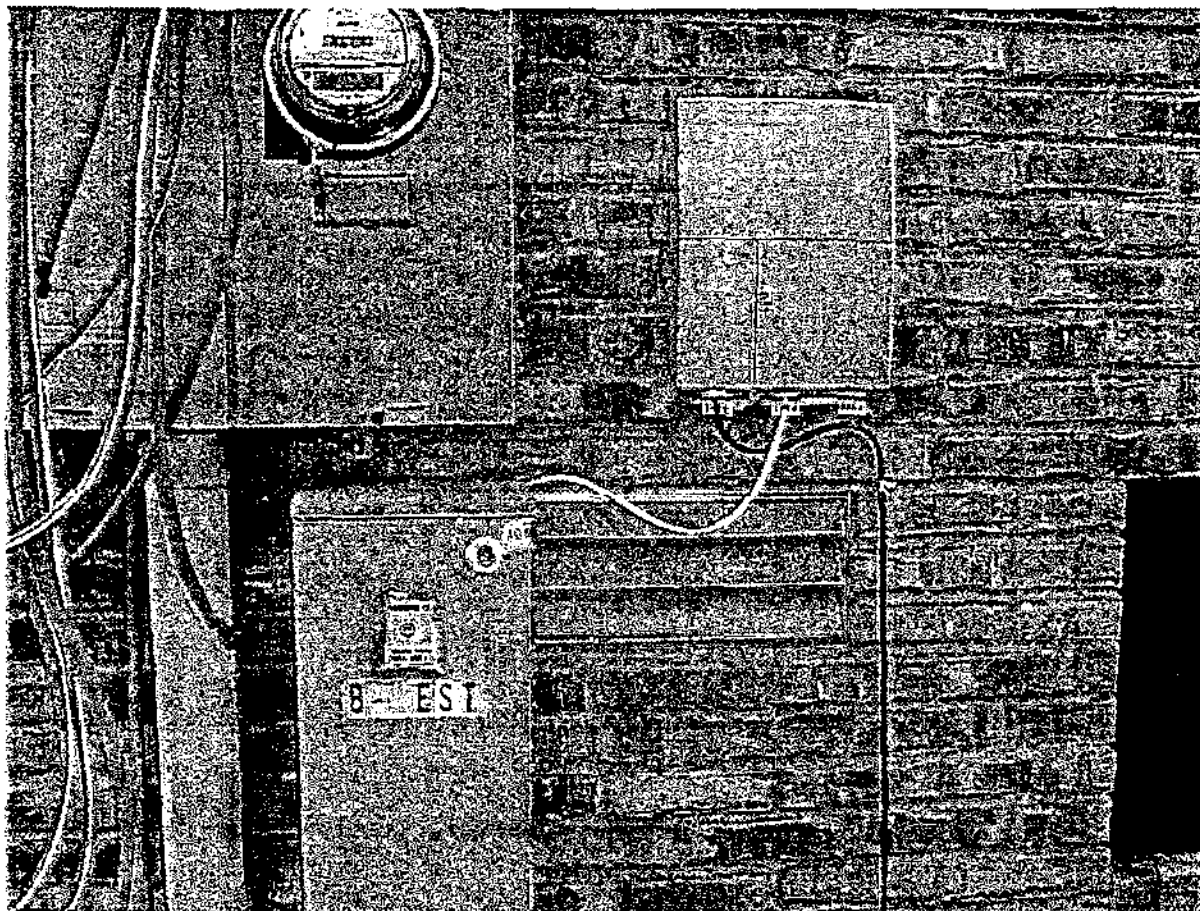
18



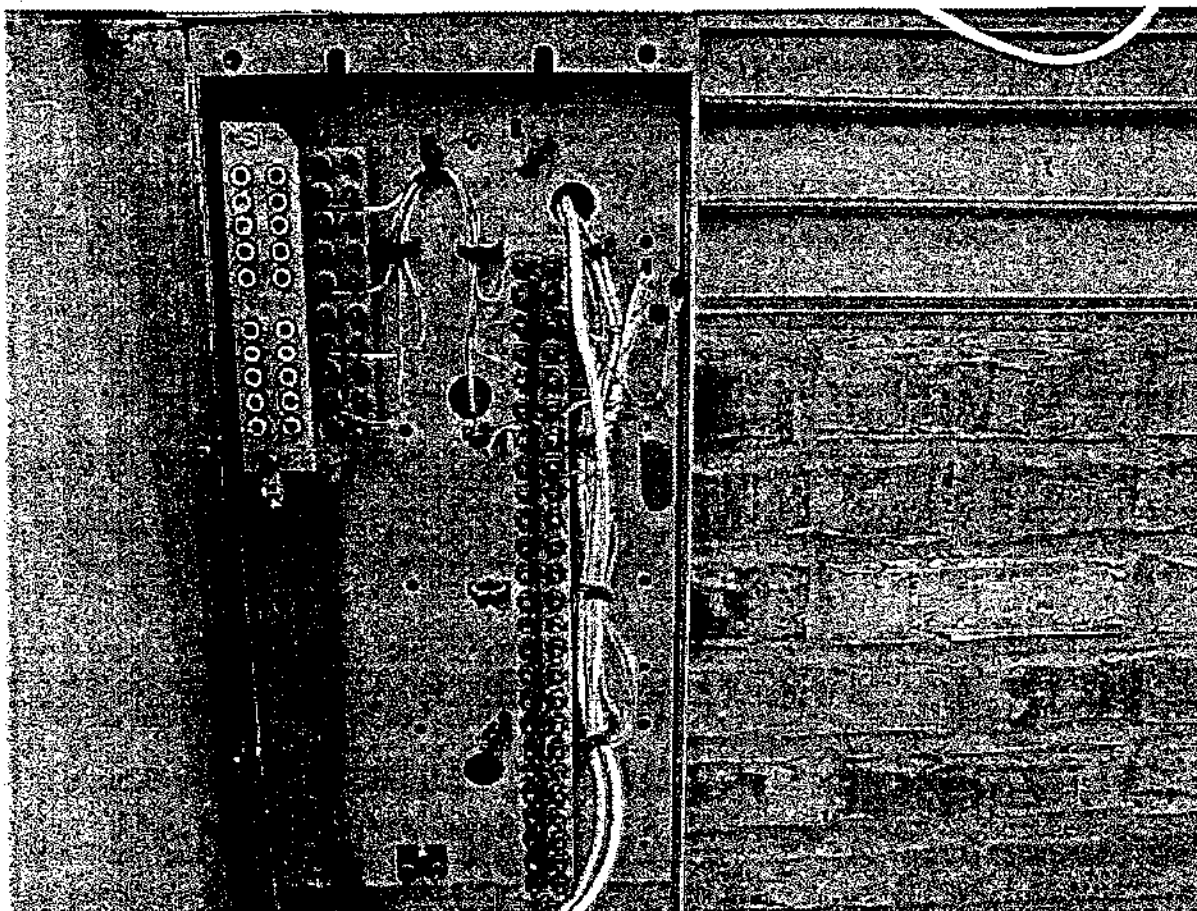
19



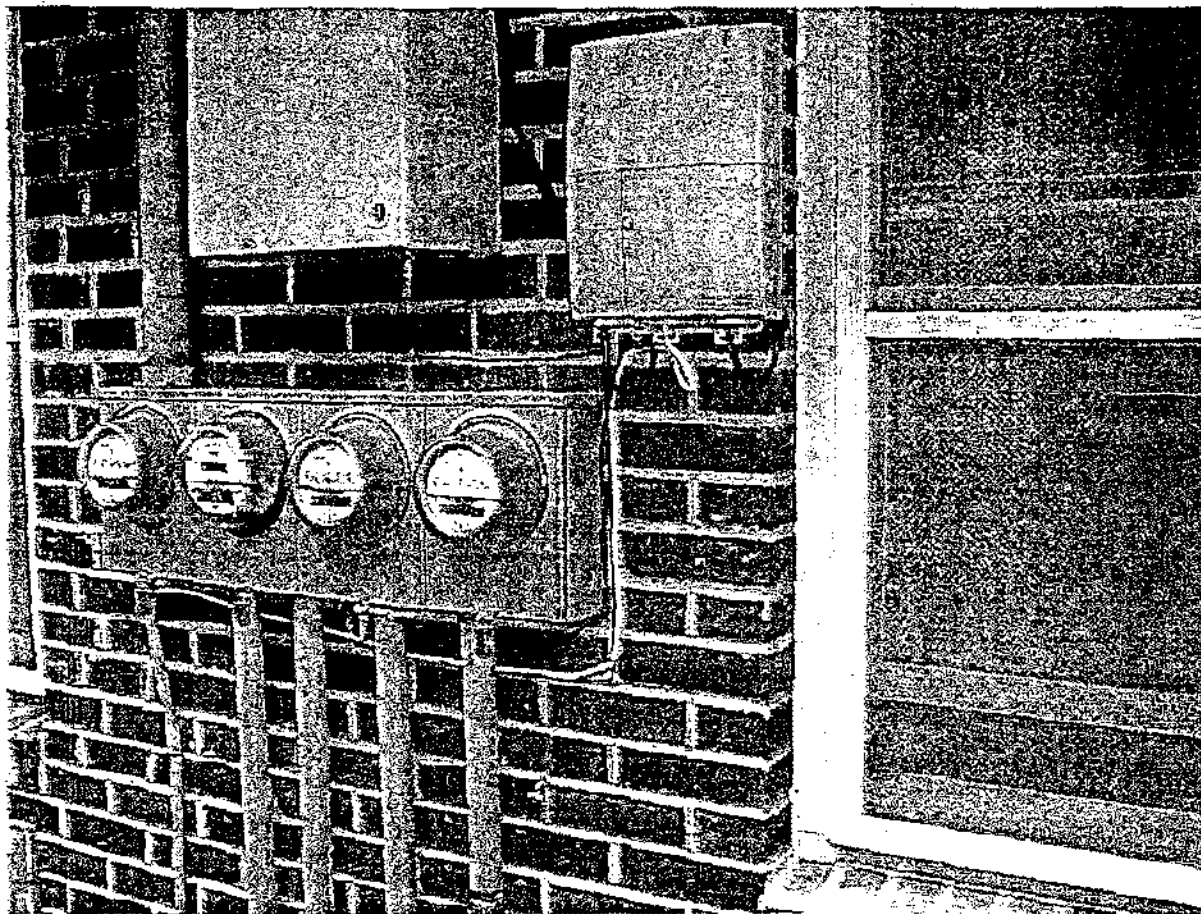
20



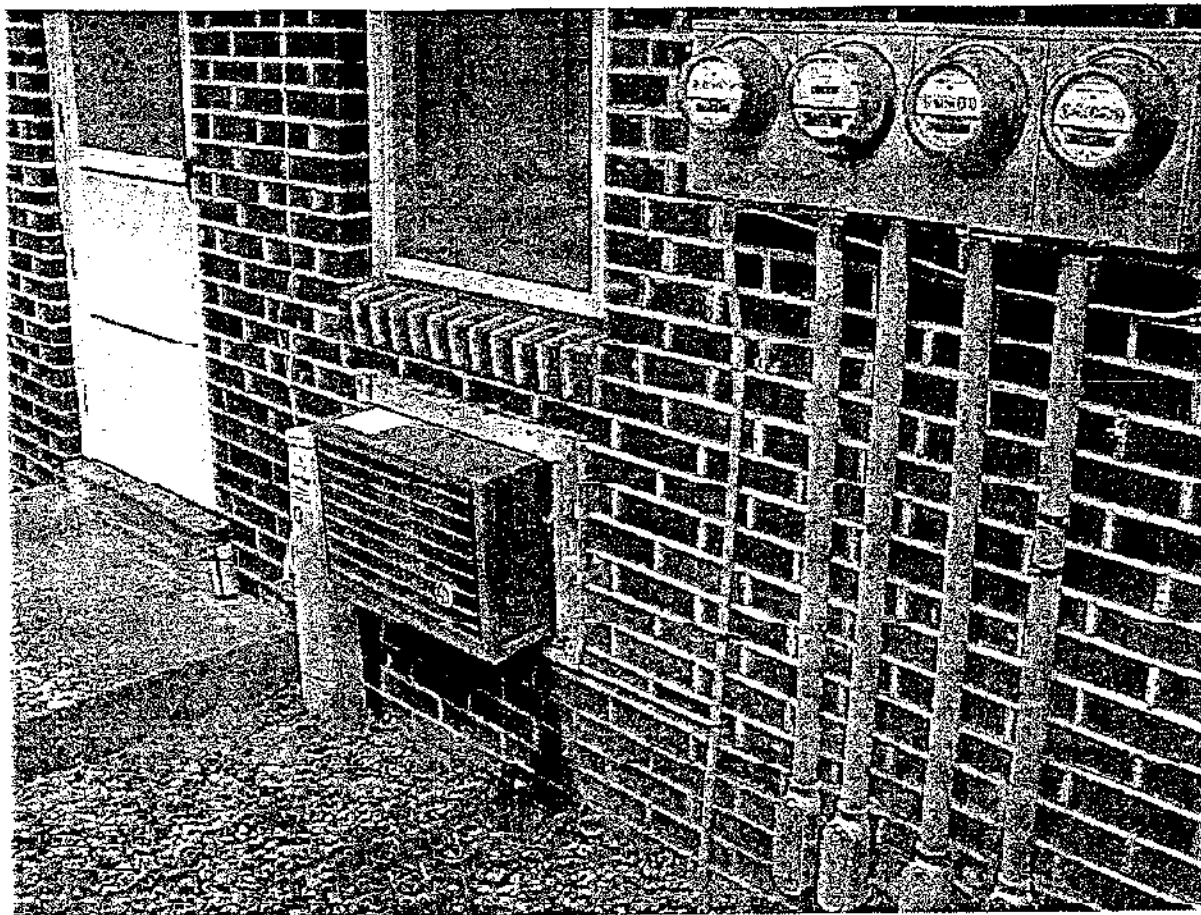
21



22



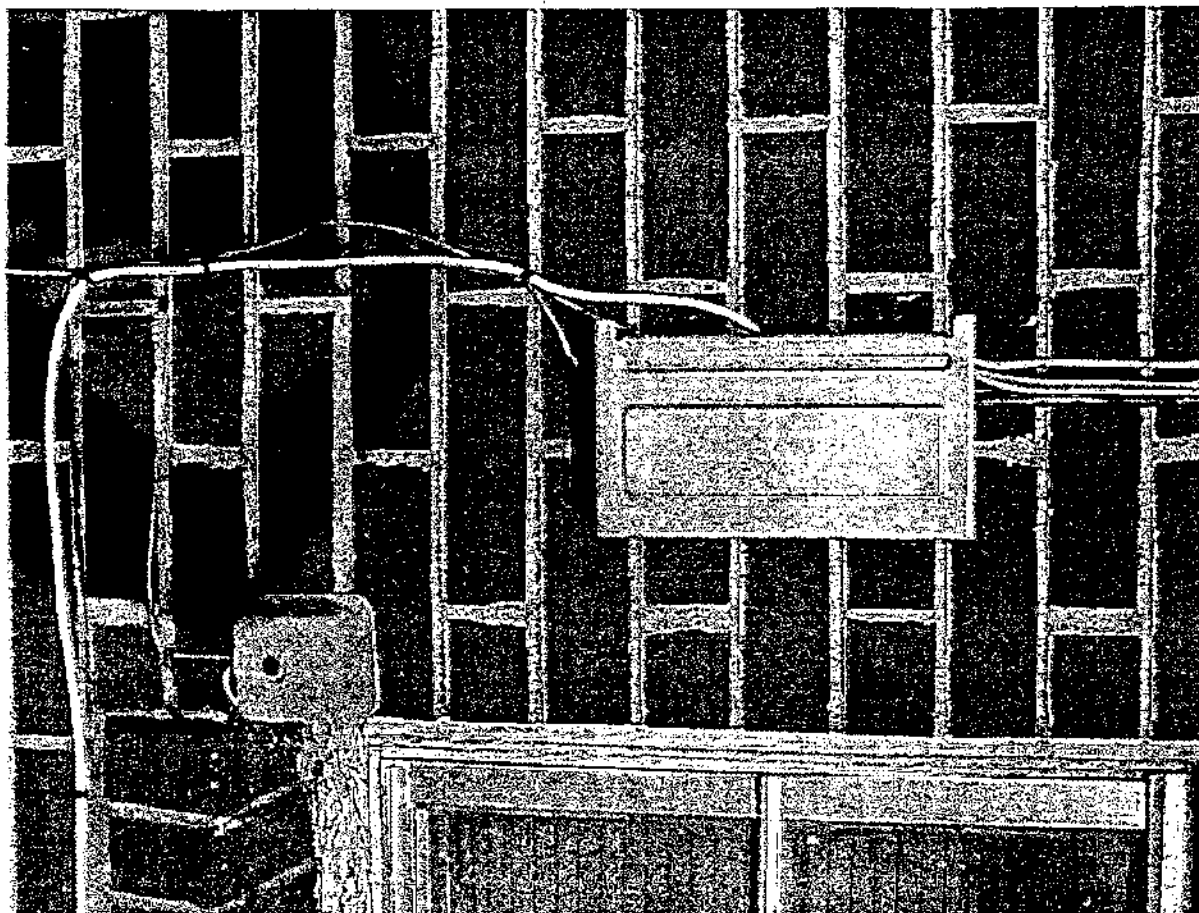
23



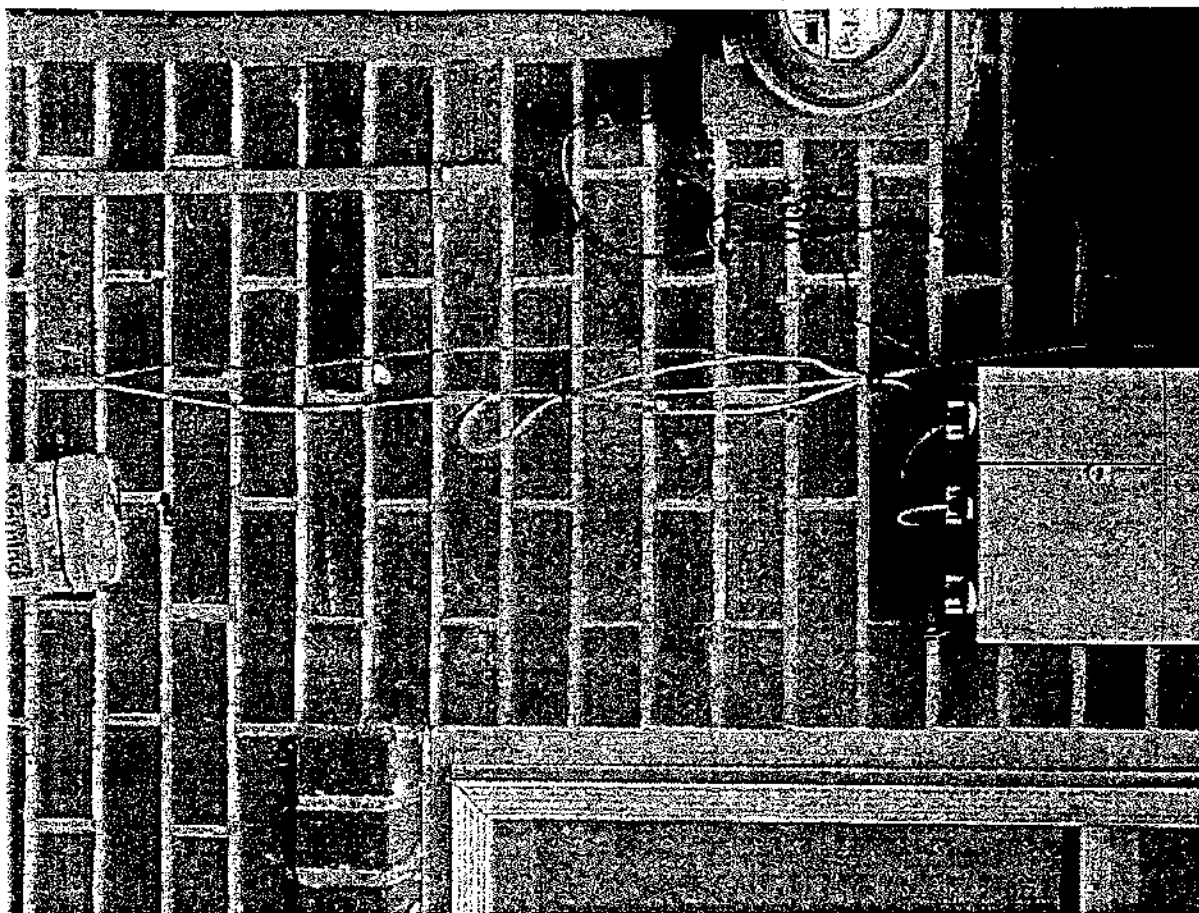
24



25



26



27

